

CONTRACT FOR LEGAL SERVICES

entered into between: _

<p style="text-align: center;">VAN WYK ATTORNEYS <u>ADDRESS:</u> 112 High Road Bredell Kempton Park</p> <p style="text-align: center;">("the Attorney")</p> <p style="text-align: center;">and</p> <p style="text-align: center;">_____</p> <p><u>REG no:</u> _____</p> <p><u>ADDRESS:</u> _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">("the Client")</p>
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The Attorney hereby undertakes to provide legal services to the client in return for a monthly fee SUBJECT to the following terms and conditions:

1 Monthly fee / Retainer

- 1.1 The monthly retainer fee due to the Attorney is the sum of R_____ (excluding vat) which is payable by the Client to the Attorney on/or before the **1st (first) day** of every month by means of an electronic funds transfer facility.
- 1.2 The monthly fees may increase every anniversary with a percentage, according to the inflation rate, alternatively by consent between the parties.

2 Commencement date.

This Agreement will come into effect upon date of signature hereof and will be valid for a period of 1 (year).

3 Termination of Contract.

3.1 Should the client wish to cancel this agreement before the expiration of this agreement month from the commencement date, a three (3) month's calendar notice of cancellation must be delivered, in writing, to the Attorney, 3 (three) months prior to the expiration date;

3.2 Should this notice not be received by the Attorney, it shall be deemed that the agreement has been automatically renewed, on the condition set out in clause 1, 2 and 3.1 above.

4 Jurisdiction.

For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the magistrate's court district of Kempton Park or a court otherwise competent and with jurisdiction over the person of the parties in that each of them either resides, carries on business, or is employed within its area of jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction.

This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to section 45 of the Magistrates' Courts Act 32 of 1944 or any amendment thereof provided that the Attorney shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the a foregoing, would exceed the jurisdiction of the Magistrate's court.

5 Breach.

Should the Client fail to make any payments provided for herein, or otherwise commit a breach of any of the conditions hereof, and remain in default for a period of 5 (FIVE) days after despatch of a written notice by fax, requiring him to make such payment or to remedy any other breach, the Attorney shall be entitled to, and without prejudice to any other rights available at law:

- 5.1 claim immediate payment of the entire balance outstanding although not otherwise due by the Client under this contract; or
- 5.2 cancel this contract and retain all amounts paid by the Client;
- 5.3 claim payment of the arrear instalments due under this contract, which will be regarded as a portion of pre-estimated damages.
- 5.4 cancel this contract and to recover any damages that it might have suffered as a result of the breach of the Client.

6 Legal costs

- 6.1 The Attorney shall be liable for all legal costs, excluding those costs mentioned in clause 6.3 below.
- 6.2 Upon successful completion of a matter all recovered legal costs shall be retained by the Attorney.
- 6.3 The following fees shall not be included in the monthly retainer fee of R_____ per month as per clause 1 above;
 - 6.3.1 Advocate fees
 - 6.3.2 Fees for an independent expert witnesses
 - 6.3.3 Any conveyancing and related expenses fees
 - 6.3.4 Accounting and auditors fees
 - 6.3.5 Any further professional fees
 - 6.3.6 SARS related fees
 - 6.3.7 Any payment of legal costs awarded against the Client in terms of a court order.
 - 6.3.8 Any contingency agreement relating to matters.
 - 6.3.9 Accommodation and flights should Attorney be required to travel outside of Gauteng to attend to matters for Client.
 - 6.3.10 Any technological equipment, programmes or data links required to gain information in the attendance of files and matters from and on behalf of client.

7. Banking Details.

All payments due in terms of this agreement is to be made at the offices of the Attorney, or at such other address as the Client may from time to time be advised in writing, and shall be payable free of exchange by means of an electronic funds transfer. The trust account banking details shall follow hereunder.

Bank: ABSA
Account Holder: Van Wyk Attorneys Trust Account
Account Number: 4076758792
Branch: Central Avenue
Branch Code: 632005

8. Non Variation.

This contract shall constitute the entire agreement between the parties and may not be varied otherwise than in writing duly signed by both parties hereto.

9. Duties of the Attorney.

By the signing of this agreement the Attorney duly undertakes to provide the following services to the Client;

- 9.1 To attend to any litigious legal matters on behalf of the Client or alternatively that the Client is a party to, as the Attorney of record.
- 9.2 To provide legal advice on non-litigious matters as and when the Client may require same.
- 9.3 To report on all active matters monthly.

10. Renunciation of Benefits.

The Client hereby renounces the benefits of legal exceptions *non numerate pecunia, non causa debiti, error calculi*, revision of accounts, and no value received, with the full force, and the client therefore declares himself to be fully acquainted with the terms.

11 Domicilium.

All notices intended for the Client shall be sent to him by registered mail to

NAME: _____
ADDRESS: _____

which address he/she/it selects as his/her/its *domicilium citandi et executandi* and any such notices shall be deemed to have been duly delivered to the Client 5 (FIVE) days from date of posting thereof by the Attorney or his agent. Should the Client vacate the above address, the Attorney is to be notified within 5 (FIVE) days after vacating the above premises.

SIGNED at _____ **on this** _____ **day of** _____ **2015.**

Witnesses:

1

2

(Signatures of witnesses)

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**(Signature of Client)
Duly Authorised**

SIGNED at _____ **on this** _____ **day of** _____ **2015.**

Witnesses:

1

2

(Signatures of witnesses)

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**(Signature of Attorney)
Duly Authorised**